

**STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION
STIPULATED AGREEMENT NO. 1194**

COPY

TD60053

This Agreement made and entered into, by and between the State of Illinois acting by and through the Illinois Commerce Commission ("Commission"), the CSX Transportation, Inc. ("Company"), Xenia Township Road District ("Road District" or "Township"), and the State of Illinois, Department of Transportation ("Department" or "IDOT").

WITNESSETH:

WHEREAS, it has come to the attention of the Commission through informal correspondence that inquiry should be made into the matter of improving public safety at the Boxwood Road/TR 40 highway-rail grade crossing of the Company's track near Xenia, Clay County, Illinois, designated as crossing AAR/DOT #152 919C, railroad milepost 252.58-A; and

WHEREAS, proper investigation has been made of the circumstances surrounding the subject crossing by a representative of the Commission's Transportation Division Railroad Section; and

WHEREAS, the physical aspects, including geometrics of the intersection, train movements, vehicular traffic volume, and sight distances and other pertinent data relating to the crossing have been obtained and shown on Exhibit A, attached to this Agreement; and

WHEREAS, the parties are mutually agreeable to accomplish proposed improvements to the crossing upon determination of the Commission by Order.

NOW, THEREFORE in consideration of the premises and of the mutual covenants and agreements as hereinafter contained the parties pray that the Commission enter an Order according to the provisions of Section 18c-7401 of the Illinois Commercial Transportation Law, 625 ILCS 5/18(c)-7401, requiring that certain improvements as hereinafter stated be made and that the cost for the proposed improvements be divided among the parties according to law and that in the interest of the traveling public the Grade Crossing Protection Fund ("GCPF") of the Motor Fuel Tax Law ("MFT") be required to bear a substantial portion of the cost; To Wit the parties agree as follows:

Section 1 All improvements encompassed by this Agreement shall be made in accordance with all applicable State laws, rules, standards, regulations and orders and procedures in general.

Section 2 The parties are of the opinion that the following improvements in the interest of public safety at the aforesaid crossing should be:

- (a) Installation of automatic flashing light signals and gates with a bell, controlled by constant warning time circuitry, by the Company.
- (b) Installation of temporary STOP signs (if required) at the Boxwood Road crossing within 30 days of a Commission Order for the installation of new

DOCKETED

automatic warning devices, by the Company.

- (c) Reconstruction of the existing crossing surface to meet the minimum requirements of 92 Ill Adm. Code 1535, by the Company.
- (d) Reconstruction of the highway approaches to meet the minimum requirements of 92 Ill Adm. Code 1535 and as shown on Exhibit C attached hereto, by the Road District.

Section 3 The Company has prepared detailed drawings, circuit plans, required specifications and a preliminary cost estimate to accomplish the proposed safety improvements, which may be required by Commission Order. The drawings, circuit plans, specifications, and cost estimate is attached and incorporated herein by reference as Exhibit B.

Section 4 Clay County, on behalf of the Road District, has prepared a preliminary cost estimate to accomplish the proposed highway approach grade improvements, which may be required by Commission Order. The drawings, specifications, and cost estimate are attached and incorporated herein by reference as Exhibit C.

Section 5 The Company and Road District shall each upon Order, according to the requirements contained therein, proceed toward the completion of the proposed improvements, accomplishing the work with its own forces or appropriate contracted services and agrees that an appropriate time for the completion of the proposed improvements should be twelve (12) months from the date of a Commission Order approving this Agreement.

Section 6 The parties agree that an equitable division of cost for the proposed improvements is as follows:

- COST DIVISION TABLE -

IMPROVEMENT	EST. COST	GCPF	ROAD DISTRICT	COMPANY	IDOT
Install Automatic Flashing Light Signals and Gates, controlled by CWT	\$172,237	\$0	\$0	\$0 ³	100% \$172,237 ¹
Repair/Reconstruct Crossing Surface	No Estimate Required	\$0	\$0	100% ⁵	\$0
Modify Existing Highway Approaches	\$77,130	100% \$77,130 ²	Remainder ⁶	\$0	\$0
Install temporary STOP Signs, if ordered	No Estimate Required	\$0	\$0	100% ⁴	\$0
TOTALS	\$249,367	\$77,130	\$0	\$0	\$172,237

Notes:

¹ Total IDOT funding for installation of new automatic warning devices not to exceed \$172, 237; any automatic warning device installation costs above the estimated amount of \$172,237 will be paid by the Company.

² Total Grade Crossing Protection Fund (GCPF) assistance not to exceed \$77,130; any highway approach improvement costs above the estimated amount of \$77,130 will be paid by the Road District.

³ Company responsible for all future operating and maintenance costs associated with the new automatic warning devices.

⁴ Company responsible for all future maintenance costs associated with the temporary STOP Signs.

⁵ Company responsible for all future maintenance costs associated with the repaired/reconstructed crossing surface.

⁶ Road District responsible for all future maintenance costs associated with the highway approaches.

Section 7 The Road District is not financially able to bear an equitable portion of the cost for the proposed improvements and has requested relief from said costs. Documentation attesting to the Road District's inability to pay has been submitted to the Commission and is attached and incorporated herein by reference as Exhibit "D"

Section 8 Special Provisions: Since federal funding is being utilized for the warning device improvements at the subject crossing, all such work shall be covered by appropriate provisions of Title 23, Chapter I, Subchapter G, Part 646 of the Federal-Aid Policy Guide adopted Dec. 9, 1991.

Since the warning device improvement at the subject crossing will be performed by railroad crews, no flagging or contractor liability insurance will be required for said work.

Since the approach grade at the subject crossing will be performed by Road district, flagging and contractor liability insurance will be required for said work.

The Company and Road District shall each complete and submit the Project Manager Information portion of the Project Status Report sheet, attached as Exhibits E and E-1, along with this executed Agreement.

The Company and Road District shall each, at six (6) month intervals from the date of the Commission Order approving this Agreement, submit to the Director of Processing and Information, Transportation Bureau of the Commission, a Project Status Report, attached as Exhibits E and E-1, regarding the progress it has made toward completion of the work required by this Agreement. Each Project Status Report shall include the Commission

Order's docket number, the Order date, the project completion date as noted in the Order, crossing information (inventory number and railroad milepost), type of improvement, and the name, title, mailing address, phone number, facsimile number, and electronic mailing address of the Company and Road District Project Manager.

All bills for work specified in Section 2 of this Agreement authorized for reimbursement from the Grade Crossing Protection Fund shall be submitted to the Fiscal Control Unit, Bureau of Local Roads and Streets, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois 62764. The Department shall send a copy of all invoices to the Director of Processing and Information, Transportation Bureau of the Commission. The final bill for expenditures from each party shall be clearly marked "Final Bill". All bills shall be submitted no later than twelve (12) months from the completion date specified in the Commission Order approving this Agreement. The Department shall not obligate any funds for the cost of proposed improvements described in this Agreement without prior approval by the Commission. The Commission shall, at the end of the 12th month from the completion date specified in the Commission Order approving this Agreement or any Supplemental Order(s) issued for this project, notify the Department to de-obligate all residual funds accountable for this project. Notification may be by regular mail, electronic mail, fax, or phone.

All bills for work specified in Section 2 authorized for reimbursement from the Grade Crossing Protection Fund shall be submitted to the Departments District 7 offices, located at 400 West Wabash, Effingham, Ill. 62401. The Department shall send a copy of all invoices to the Director of Processing and Information, Transportation Bureau of the Commission. The final bill for expenditures from each party shall be clearly marked "Final Bill". All bills shall be submitted no later than twelve (12) months from the completion date specified in the Commission Order approving this Agreement. The Department shall not obligate any funds for the cost of proposed improvements described in this Agreement without prior approval by the Commission. The Commission shall, at the end of the 12th month from the completion date specified in the Commission Order approving this Agreement or any Supplemental Order(s) issued for this project, notify the Department to de-obligate all residual funds accountable for this project. Notification may be by regular mail, electronic mail, fax, or phone.

SECTION 9 Billing: For all work specified in Section 2 of this Agreement, and authorized by an Order of the Commission, the Company and Road District shall each provide sufficient documentation for all bills. The minimum documentation requirements are:

- a) Labor Charges (including additives) - Copies of employee work hours charged to the Company and/or Road District account code for the project.
- b) Equipment Rental - Copies of rental agreements for the equipment used, including the rental rate; number of hours the equipment was used and the Company and/or Road District account code for the project.
- c) Material - An itemized list of all materials purchased and installed at the crossing location. If materials purchased are installed at multiple crossing locations, a notation must be made to identify the crossing location.
- d) Engineering - Copies of employee work hours charged to the Company and/or Road District account code for the project.

- e) Supervision - Copies of employee work hours charged to the Company and/or Road District account code for the project.
- f) Incidental Charges - An itemized list of all incidental charges along with a written explanation of those charges.
- g) Service Dates - Invoice should include the beginning and ending date of the work accomplished for the invoice.
- h) Final or Progressive - Each invoice should be marked as a Progressive or a Final Invoice.
- i) Reference Numbers - Each invoice should include the AAR/DOT number, the ICC Order number and the state job number when federal funds are involved.
- j) Locations - Each invoice should show the location, with the street name and AAR/DOT crossing inventory number.

Section 10 This Agreement shall be binding upon the parties hereto, their successors or assigns. Upon execution of this Agreement by all parties, the Commission shall enter an appropriate Order, within 60 days accepting or rejecting such stipulation according to the provisions contained herein.

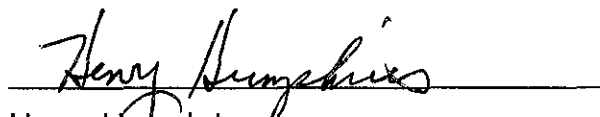
In Witness Whereof, the parties have caused this Agreement to be executed by their duly authorized officers, as of the dates indicated on their respective Execution Pages, attached hereto.

Executed by the Commission this 19th day of April 2006.



Michael E. Stead
Rail Safety Program Administrator

Attest:



Henry Humphries
Rail Safety Specialist

Illinois Commerce Commission Stipulated Agreement No. 1194, executed by Commission staff on April 19, 2006, concerning improvements at the Boxwood Road/TR 40 highway-rail grade crossing of CSX Transportation's track, near Xenia, Clay County, Illinois, designated as crossing AAR/DOT #152 919C, railroad milepost 252.58-A.

Executed by Xenia Township Road District this 2nd day of May 2006
2006.

XENIA TOWNSHIP ROAD DISTRICT

By: Pat Blanton

Attest:

Janita Worthing

Illinois Commerce Commission Stipulated Agreement No. 1194, executed by Commission staff on April 19, 2006, concerning improvements at the Boxwood Road/TR 40 highway-rail grade crossing of CSX Transportation's track, near Xenia, Clay County, Illinois, designated as crossing AAR/DOT #152 919C, railroad milepost 252.58-A.

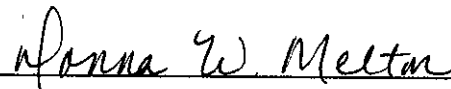
Executed by CSX Transportation, Inc. this 4th day of May 2006.

CSX TRANSPORTATION, INC.

By: 

Eric G. Peterson
ASST. CHIEF ENGINEER
PUBLIC PROJECTS

Attest:



Donna W. Melton
Corporate Secretary

Illinois Commerce Commission Stipulated Agreement No. 1194, executed by Commission staff on April 19, 2006, concerning improvements at the Boxwood Road/TR 40 highway-rail grade crossing of CSX Transportation's track, near Xenia, Clay County, Illinois, designated as crossing AAR/DOT #152 919C, railroad milepost 252.58-A.

Executed by the Illinois Department of Transportation this 9th day of June 2006.

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

Timothy W. Martin
Timothy W. Martin, Secretary, Illinois Department of Transportation

6-9-06
Date

MAR Sees
Milton R. Sees, Director of Highways, Chief Engineer

6-9-06
Date

**ILLINOIS COMMERCE COMMISSION
STIPULATED AGREEMENT
CROSSING DATA FORM**

GENERAL INFORMATION: See Location Sketch

RAILROAD	CSX
USDOT#, MILEPOST	152 919C 252.58-A
STREET, CITY, COUNTY	150E, Boxwood Road (TR-40)
JURISDICTION (RDWY)	Township
LOCATION	Rural, Commercial
STREET SURFACE	15' Oil and chip, Fair condition

CROSSING DATA: See Location Sketch for roadway profile and track centers

TRACK (W-E or N-S)	SURFACE TYPE	SURFACE WIDTH	SURFACE CONDITION
Main	FDT	24'	Poor - Holes; rotten timbers.

ROADWAY DATA: See Location Sketch

INTERSECTING ROADS:	Field Ent.
TRAFFIC CONTROL	None
ADT & SPEED	75 Vehicles Per Day @ 55 MPH (Unposted)
TRAFFIC TYPE	Passenger, School Buses, Hazardous Materials, all possible
ADVANCE WARNING	Yes
PAVEMENT MARKING	No

RAILROAD DATA: See Location Sketch

FREIGHT TRAFFIC	17 Per day @ 60 MPH, Day & Night? Yes
PASSENGER TRAFFIC	None
WARNING DEVICES	Crossbucks. Poor condition

NOTES:

VISIBILITY STUDY: See Location Sketch

Train Speed	60	MPH
Roadway Speed	55	MPH
Required Stopping Sight Distance (SSD)		
Along Roadway	518	FEET
Along Tracks	647	FEET
Required Clearing Sight Distance (CSD) (Along Tracks)	1,441	FEET

Distances calculated per American Association of State Highway and Transportation Officials (AASHTO), A Policy on Geometric Design of Highways and Streets, 2001, Fourth Edition.

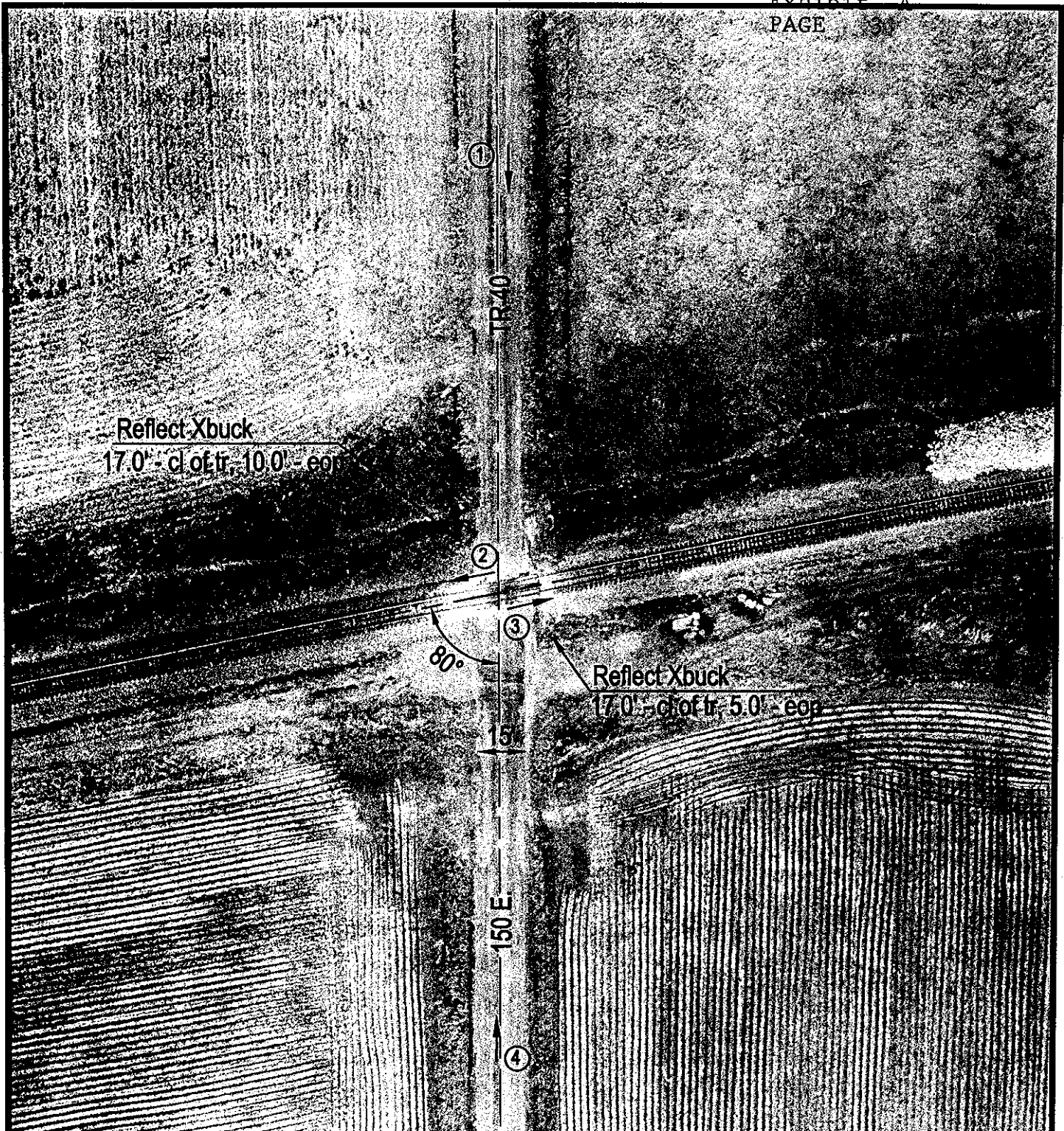
QUADRANT	CSD (FT)	OBSTRUCTION	SSD (FT)	OBSTRUCTION
NE	*	Ok	250'	Trees
NW	*	Ok	OK	
SE	*	Ok	500	Trees
SW	*	Ok	Ok	

APPROACH GRADES: See Location Sketch

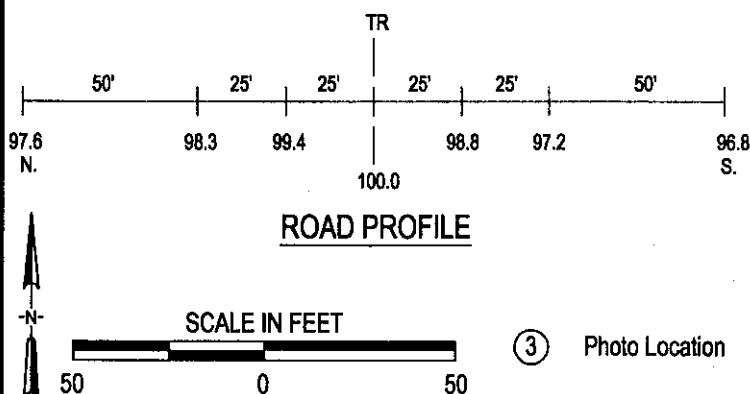
DIRECTION: NORTH			DIRECTION: SOUTH		
DISTANCE (FT)	ELEVATION (FT)	GRADE (%)	DISTANCE (FT)	ELEVATION (FT)	GRADE (%)
See	Page	3	attached		
"	"	"	"		

COMMENTS: See Page 3 for Location Sketch (Aerial View) of the crossing.

Xenia Township Road District has submitted evidence to show that it cannot pay a portion of the highway improvement costs for the subject crossing. Staff recommends the GCPF be used to pay 100% of the highway approach grade improvement costs, up to the estimated amount provided by the Road District for that work. Staff recommends that any costs that exceed the estimated amount be paid by the Road District.



152919C.DWG 02/29/00 10:34 JTC



Crossing #: 152919C

Location: Clay Co., City of Xenia (N)

Lat/Long: 38°37'49" / 88°40'04"

Railroad: CSX

Street: 150 E.

Railroad Milepost: 252.58

Crossing Protection: Signs